

## MEMBERSHIP AGREEMENT

AGREEMENT #

RECEIPT #

43979964

BARCODE #

641490

TYPE: ☐ NEW ☐ RENEWAL ☐ UPGRADE ☒ ADD-ON LOCATION: SIGNATURE CONSULTANT: PAUL WATSON  
 EFFECTIVE DATE: 05/20/16 EXPIRATION DATE: 05/20/19 PLAN: BVM x 4 @ 36 months  
DIERZ, MICHAEL 06/22/76 1(941) 685-9079 NA  
 LAST NAME FIRST INITIAL DOB SSN PHONE BUSINESS PHONE  
12917 CLEAR ROCK ROAD KNOXVILLE, TN 37922 CAMM01@12c  
 ADDRESS APT. # CITY STATE ZIP EMPLOYER EMAIL  
BURDINE, MARY 01/28/78 1(941) 447-7000  
 LAST NAME FIRST INITIAL DOB PHONE EMPLOYER  
BURDINE, BROOKE 08/13/99 SUREA 07/20/00  
 LAST NAME FIRST INITIAL DOB LAST NAME FIRST INITIAL DOB

PROMISSORY NOTE  
 For and in consideration of the privileges of membership herein, the undersigned hereby agree(s) to pay to the order of Health Club or its Assignee, the sum of \$ 5008.80 to be paid in 36 consecutive monthly installments of \$ 139.13, plus an amount of \$25.00 for each adult member which will be added thereto in January and July of each year commencing on the 1st day of June, 2016, and on the same day of each succeeding month until paid in full. In the event of default in the payment of any installment or any other default, the Health Club or its Assignee may, at its option, declare all unpaid installments immediately due and payable, plus late fees that are recoverable hereunder, all costs of collection which are added to be equal to 35% of the principal amount and late fees then due, and reasonable attorney's fees, late fees and collection fees.

1. Cash Price	\$ <u>5008.80</u>	4. Amount financed	\$ <u>5008.80</u>
2. Cash Down payment received	\$ <u>5008.80</u>	5. Finance Charge	\$ <u>5008.80</u>
3. Unpaid Balance	\$ <u>5008.80</u>	6. Total payments (4 + 5)	\$ <u>5008.80</u>
		7. Deferred payments (1 + 5)	\$ <u>5008.80</u>

FACILITY ENHANCEMENT FEE Twice annually (January and July) each adult member will be required to pay a \$25.00 Facility Enhancement Fee in addition to their regular monthly membership dues. The proceeds of the fee will go toward non-depreciating facility upgrades and repairs of the facility. The fee is included in the cash price and total payments as set forth above for full payment of the Health Club Agreement and the amount will be added to the regular monthly payment for the months that the fee is due.

Customer Signature: [Signature]

AUTHORIZATION AGREEMENT FOR PRE-ARRANGED PAYMENTS (DEBITS) I hereby authorize Health Club or its authorized agent, hereinafter called Company, to debit my (our) account as such amounts become due by initiating debit entries to my (our) account indicated in the bank named below, hereinafter called bank and I (we) authorize and request bank to accept any debit entries by Company to such account and to debit the same to such account without responsibility for the correctness thereof. I (we) agree to indemnify and hold the bank harmless from any loss suffered as a consequence of actions resulting from or connected with or issuance of a debit. We reserve the right to correspond in all matters regarding dues and/or other fees via e-mail unless member requests otherwise with written notice.

PREFERRED BANK / CREDIT CARD PAYMENT SOURCE  
 Name of Bank Customer: MICHAEL DIERZ Date: 05/20/16 Amount of monthly drafts \$ 130.00 Beginning 06/17/16  
 Bank Name: VISA Credit Card Bank Name: VISA 12/18  
 Account # 1590 CHECKING SAVINGS ROUTING CREDIT CARD NUMBER  
 Customer Signature: [Signature] Customer Signature: [Signature]

DEFAULT PAYMENT SOURCE  
 In the event the selected Bank or Credit Card payment source declines or is unable to honor our pre-arranged payment request, the Health Club or its authorized agent will attempt to collect this payment amount due from the below listed source prior to assessing any service fees that may apply to the member(s) account. Once the requested payment has been paid, the next due payment will be again requested from the above selected source. In the event the default payment source also declines or refuses our payment request, all applicable fees will be applied to member(s) account. Health Club or its authorized agent will notify member(s) in writing requesting full payment of all membership and fee monies due to date.

Credit Card Bank Name: [Signature] CREDIT CARD NUMBER [Signature] EXP. DATE [Signature] Customer Signature: [Signature]

(i) IN ADDITION TO ANY OTHER REMEDIES PROVIDED BY LAW, IN THE EVENT THIS HEALTH CLUB CEASES OPERATION AND FAILS TO OFFER YOU (THE BUYER) AN ALTERNATE LOCATION WITHIN FIFTEEN (15) MILES, WITH NO ADDITIONAL COST TO YOU, THEN NO FURTHER PAYMENTS SHALL BE DUE TO ANYONE, INCLUDING ANY PURCHASER OF ANY NOTE ASSOCIATED WITH OR CONTAINED IN THIS CONTRACT.

(ii) STATE LAW REQUIRES THAT HEALTH CLUB AGREEMENTS BE PAYABLE ONLY IN THE FOLLOWING MANNER, AND ANY HEALTH CLUB WHICH ENTERS INTO HEALTH CLUB AGREEMENTS SHALL OFFER BOTH PAYMENT OPTIONS AT THE SAME PRICE, EXCLUDING INTEREST OR FINANCE CHARGES OR OTHER EQUIVALENT CHARGES WHICH SHALL NOT EXCEED EIGHTEEN PERCENT (18%) OF THE TOTAL CONTRACT PRICE:

(a) Full payment within ninety (90) days after entering into the health club agreement; or  
 (b) Equal monthly installments with any down payment (unless exempt as provided by law) limited to thirty percent (30%) of the total cost of the agreement. Prepayment is allowed at any time with full refund of unearned finance charges.

(iii) THIS CONTRACT DOES NOT CONTAIN ANY PAYMENTS OF ANY KIND, INCLUDING, BUT NOT LIMITED TO, ENROLLMENT FEES, MEMBERSHIP FEES, OR ANY OTHER DIRECT PAYMENTS TO THE HEALTH CLUB, OTHER THAN FULL PAYMENT FOR THE HEALTH CLUB AGREEMENT OR MONTHLY INSTALLMENT PAYMENTS WITH ANY DOWN PAYMENT (UNLESS EXEMPT AS PROVIDED BY LAW) LIMITED TO THIRTY PERCENT (30%) OF THE TOTAL COST OF THE AGREEMENT, AND, IN THE CASE OF INSTALLMENT PAYMENTS WHICH ARE NOT MADE BY ELECTRONIC FUND TRANSFER OR CASH, AN ADMINISTRATIVE CHARGE, NOT TO EXCEED FIVE DOLLARS (\$5.00) FOR EACH BILLING PERIOD.

(iv) THERE ARE NO AUTOMATIC OR LIFETIME RENEWALS OF THE TERM INCIDENT TO THE TERM OF THIS CONTRACT. IF THE HEALTH CLUB PROVIDES FOR A RENEWAL OPTION, SUCH OPTION MUST BE AFFIRMATIVELY AGREED TO IN WRITING BY THE BUYER AT THE BEGINNING OF THE RENEWAL PERIOD. IF THE HEALTH CLUB FACILITY IS LESS THAN OR EQUAL TO TEN THOUSAND (10,000) SQUARE FEET (GROSS) OF BUILDING SPACE, THEN THE ANNUAL COST OF SUCH RENEWAL SHALL NOT BE LESS THAN THIRTY PERCENT (30%) OF THE ANNUALIZED COST OF THE BASE MEMBERSHIP CONTRACT OR SEVENTY-FIVE DOLLARS (\$75), WHICHEVER IS GREATER. HOWEVER, IF THE HEALTH CLUB FACILITY IS GREATER THAN TEN THOUSAND (10,000) SQUARE FEET (GROSS) OF BUILDING SPACE, THEN THE ANNUAL COST OF SUCH RENEWAL SHALL NOT BE LESS THAN THIRTY PERCENT (30%) OF THE ANNUALIZED COST OF THE BASE MEMBERSHIP CONTRACT OR ONE HUNDRED TWENTY-FIVE DOLLARS (\$125), WHICHEVER IS GREATER. PAYMENT OF ANY RENEWAL SHALL BE MADE AS REQUIRED BY TENNESSEE CODE ANNOTATED, SECTION 47-18-305(A)(5)(B)(ii).

(v) A CONTRACT OR AGREEMENT MAY HAVE A CONTINUING PROVISION OR STIPULATION THAT PROVIDES FOR A MONTH TO MONTH CONTINUATION OF THE INITIAL TERM OF THE AGREEMENT PROVIDED THE BUYER HAS THE RIGHT TO CANCEL THE CONTINUING PORTION OF THE AGREEMENT AFTER FULFILLING THE ORIGINAL TERM OF THE AGREEMENT BY TENDERING THIRTY (30) DAYS WRITTEN NOTICE OF SUCH INTENT TO THE OPERATOR BY REGISTERED MAIL. IF SUCH CONTRACTUAL OBLIGATION HAS A CONTINUING PROVISION OR STIPULATION, NOTIFICATION MUST BE SENT BY THE HEALTH CLUB OPERATOR TO CONFIRM THAT THE ORIGINAL OBLIGATION WAS FULFILLED AND TO REAFFIRM THE MONTH TO MONTH OR CONTINUING PROVISION OR STIPULATION. SUCH NOTIFICATION SHALL ALSO INCLUDE NOTICE OF THE BUYERS RIGHT TO CANCEL THE CONTINUING MONTH TO MONTH OBLIGATION UPON THIRTY DAYS (30) WRITTEN NOTICE SENT BY THE BUYER TO THE OPERATOR BY REGISTERED MAIL.

(vi) ANY RENEWAL RIGHT GRANTED UNDER THIS CONTRACT SHALL EXPIRE ON THE FINAL DAY OF THE AGREEMENT. HOWEVER, THE BUYER SHALL HAVE A THIRTY (30) DAY GRACE PERIOD FROM THE DATE OF THE EXPIRATION OF THE RENEWAL RIGHT GRANTED TO THE BUYER UNDER THIS CONTRACT. THE OPERATOR SHALL HAVE THE RIGHT TO CHARGE A LATE PENALTY OF UP TO \$25 IF THE RENEWAL RIGHTS ARE NOT EXERCISED ON OR BEFORE THE EXPIRATION DATE AS STIPULATED IN THE AGREEMENT OR ANY FUTURE RENEWAL PERIODS.

## BUYER'S RIGHT TO CANCEL

YOU (THE BUYER) MAY CANCEL THIS AGREEMENT BY SENDING NOTICE OF YOUR WISH TO CANCEL TO THE HEALTH CLUB BEFORE MIDNIGHT OF THE THIRD DAY (EXCLUDING SATURDAYS, SUNDAYS, AND LEGAL HOLIDAYS) AFTER THE DAY YOU SIGNED THE AGREEMENT. THIS NOTICE MUST BE SENT BY REGISTERED MAIL TO THE FOLLOWING ADDRESS: MEMBER SERVICES, P.O. BOX 5376, KNOXVILLE, TENNESSEE 37928. WITHIN THIRTY (30) DAYS AFTER RECEIPT OF NOTICE OF CANCELLATION, HEALTH CLUB OPERATOR WILL RETURN ANY PAYMENTS MADE AND ANY NOTE EXECUTED BY YOU IN CONNECTION WITH THE AGREEMENT. SHOULD YOU (THE BUYER) CHOOSE TO PAY THIS AGREEMENT IN FULL, BE AWARE THAT YOU ARE PAYING FOR FUTURE SERVICES AND MAY BE RISKING LOSS OF YOUR MONEY IN THE EVENT THIS HEALTH CLUB CEASES TO CONDUCT BUSINESS.

Buyer acknowledges having had ample time to review the FRONT AND BACK sides of this Membership Agreement and having done so and fully understands the terms contained herein and agrees to all terms contained in this Membership Agreement, including those on both the FRONT AND BACK sides and acknowledges that the terms set forth in this Membership Agreement constitute the entire agreement and that Buyer has not relied upon any statements or representation made by the Health Club operator or its employees that are not set forth herein.

In witness whereof, we have executed this Membership Agreement This 20 Day of MAY, 2016

Member: [Signature] Co-Signer: [Signature] Also liable for note: [Signature] Witness: [Signature] For: [Signature]



## CONDITIONS OF MEMBERSHIP

**HOURS OF OPERATION:** The hours of operation are subject to change at the company's discretion.

**MEMBERSHIP:** The membership is issued for the exclusive use of the member(s), and use by any person(s) other than the member(s) will be grounds for cancellation of membership privileges, without relieving member(s) obligation to make payment under the membership agreement. Membership is non-refundable and partially transferable to qualified individuals, when transfer requirements are met and associated fees are paid to Health Club as due. Health Club and/or its assignees reserves the right to reject any membership or other services within ten business days of execution. If said contract is not approved, any consideration paid will be returned via postal service. In the event that the contract is cancelled and rescinded by Member or Health Club, in accordance with the terms contained in this Membership Agreement, Member agrees to pay to Health Club the retail value of said promotional items or gifts that were made to the Member incidental to the signing of the Membership Agreement. Member agrees to pay to Health Club the retail value of said promotional items or gifts that said payments are due from Member at the time that cancellation is requested. Furthermore, in the event that Member has used Tanning sessions, Massage sessions, Personal Training sessions or a Fitness Evaluation Screening has been performed, Member will also remit \$10.00 per Tanning session, \$20.00 per Massage session, \$50.00 per Personal Training session and \$75.00 per Fitness Evaluation at the time that the cancellation is requested. The Health Club shall not be obligated to process or accept Member's cancellation request unless Member pays the amounts due hereunder.

**USE OF FACILITIES:** Member(s) is required to purchase a membership card and use it to register at the Member Services/Information desk upon entering club each time they visit the facilities. Member(s) without their membership card may not be allowed access to the facilities. Lost or stolen membership cards must be replaced at Member(s) expense. Once Member Services is notified that a member(s) has lost or is not bringing in their membership card, the Health Club will add the cost of the replacement card on the Member(s) next scheduled dues draft. Once payment is made, the Health Club will provide a new membership card to the Member. To ensure uninterrupted access to the Health Club, we encourage Member(s) to purchase in advance several duplicate membership cards at the Member Services Desk.

**GUEST PRIVILEGES:** Members are invited to bring their friends that are 18 years of age or older to the club as a guest of the club. However, the same friend may only come as a guest one time in any 180 day period. If the same guest comes more than one time during that 180 day period they will be charged a guest fee for each visit. All guests must sign the guest register at the member services desk, be given a presentation of the facilities by a membership director, and be under the supervision of the club's personnel and/or the club's member who invited the guest or pay a guest fee per visit. All out of town guests will pay a guest fee. Children under 18 will pay a guest fee, and must bring parent to sign authorization form. Health Club reserves the right to exclude and/or ban Buddy Guests from the Health Club without relieving member of their financial obligation to the Health Club. If Member(s) is enrolled on a "Buddy Plan" Membership, Member(s) may only bring one(1) Buddy Guest at a time. This guest must be Eighteen (18) years of age or older. Children of ALL Guest must pay a Daily Access Fee of \$15.00 per child, whether they are old enough to be in the exercise areas or to use the nursery (2-hour time limit).

**COURSE INSTRUCTIONS:** All Members at their option will have the opportunity to be put on an exercise program by one of the fitness instructors. The club highly recommends that you do this and it should be done during the Member's initial visit to the club.

**TIME USE OF EQUIPMENT:** Member agrees to follow designated time use of all machines exactly as demonstrated. A maximum time use of three (3) minutes per day may be required on certain specified machines. During busy times when other Members are waiting, there is a time limit of 24 minutes on all cardiovascular equipment.

**EQUIPMENT MALFUNCTIONS:** Member(s) understands that equipment may, from time to time, be out of order. When special factory parts must be ordered, some units may be out of order for several weeks. When this occurs, the Member agrees to follow substitute program options.

**SAFETY FIRST REGULATIONS:** It is agreed that Member will only use the exercise equipment, machines or other devices in the manner intended and that if the Member lacks the information or knowledge to know how to use the equipment safely, the Member will obtain instruction in the safe and proper use before using the equipment and agrees to follow the instruction as prescribed by an instructor or by the manufacturer.

**POOL USAGE: SWIM AT YOUR OWN RISK.** Health Club does not provide lifeguards. Children under 15 years of age must be supervised at all times by a parent.

**CHILDREN:** Member(s) agrees to follow the rules below and others that may be posted in the Health Club from time to time in regards to their children. Member(s) may ONLY bring their own children to Health Club or children that they are the legal guardians of. The child care center is not a guaranteed service but strictly a courtesy service that may be terminated at any time and without relieving the Member(s) of liability for the payments agreed to. By providing this courtesy service we do not assume liability for the safety and security of your child. We are not responsible for any injuries that your child may experience while playing alone or with other children or participating in any of the activities. Furthermore, there is a strict (2) two hour childcare use limit per child, per day. Member(s) agrees that failure to comply could result in suspension of childcare privileges or a donation charge of \$1.00 per minute for every minute a child is left in the nursery past the (2) hour use per day limit. Donations will be used to buy new toys and supplies for the Childcare Department and will be added to your regular monthly dues payment. For the safety of the child(ren), they are not allowed to be in the lobby or any other area without their parent or guardian.

**Six weeks to 2 years old:** These children are allowed in childcare free of charge for a maximum of two (2) hours per child per day. Designated swimming pools may be used by these children ONLY with adult member/parent/guardian supervision at all times. No pool area access will be allowed during previously scheduled pool related activities. Please keep lap swimming lanes clear at all times.

**Children 3-12 yrs old:** These children are also eligible to enroll in the Kids in Motion/motion membership, Parents Night/Day Out, and swim lessons, and these children may also use the pool area and basketball/racquetball courts if accompanied by their parent/legal guardian. Access to these areas is not allowed during previously scheduled activities. (NOTE: In order to participate in Kids in Motion, children must be potty-trained in addition to meeting the age requirements).

**Children 12-15 yrs old:** (1) A child of this age shall be allowed to join on a full membership and must be included on parents family membership to use club. If however, the parents are not members, the child may still join the club but agree to use the facility with parental supervision and as long as they conduct themselves properly.

**Children 16-17 yrs old:** The parents of these minors are able to enroll these children in a regular club membership and, therefore, may use any of the club facilities. These minors are able to work out on their own without a parent/guardian present. However, a parent/guardian must sign a waiver/release form allowing their child to do so.

**Children and The Beach:** The outdoor pool area of the Aloha Highway location is referred to as "The Beach", and is a State Classified B - Members Only Swimming Pool. Any child that is 13 months of age or older whom is brought to "The Beach" must either: (a) Be added on the parents' membership; (b) If available, hold a seasonal membership to "The Beach"; or (c) pay a daily "membership guest fee"

**Children's Membership Dues Adjustment:** In the event child is receiving a discounted membership rate as part of a family or group discount plan, at the time of child's 22nd birthday, the membership of the child shall be automatically converted to an independent adult membership with the necessary adjustment being made to the monthly dues for the remainder of the current term. Primary Dues Paying Member, Parent or Guardian does hereby agree to pay the then current independent adult rate, in place of the existing discounted child's rate.

**PERSONAL PROPERTY:** Neither the health club, the operator, or its employees and agents shall be responsible for damaged, lost or stolen personal items including but not limited to articles of clothing, jewelry, damage to automobile, or any other personal property of any Member. Member understands the lockers in the locker room or other areas of the club are to be used only while the Member is using the facilities that day and that it is the Member's responsibility to bring their own lock to secure their day locker. However if a lock is left on a day locker overnight, the lock will be cut off and the contents will be placed in the club's lost and found.

**VIP LOCKER ROOM:** Only Members with Locker Rental Agreements are permitted to use the VIP locker room and lounge. You must use the locker assigned to you.

**CANCELLATION OF MEMBERSHIP:** You may only cancel your membership when both, your residence and employment permanently move more than 20 miles in distance from our nearest location or affiliate location. If however residence or employment were already 20 miles or greater in distance from our nearest location or affiliate location when membership was purchased, you may not cancel this membership. On group or family plans, only qualifying Member(s) can cancel. Health Club shall require and verify reasonable proof of permanent change of residence and employment. Also to process the cancellation request, the membership must be paid current, including any membership fees that may become due during the thirty-day processing period and a processing fee of \$195.00 must be submitted along with proof. The thirty-day processing period will commence on the date we receive and verify the required proof and all associated fees. You cannot cancel your membership if said membership is in default or has been turned over to a collection agency or attorney. Cancellation requests and proof must be submitted in writing and sent by Certified Mail with return receipt request to: Member Services, P.O. Box 5376, Knoxville, TN 37928-5376.

**DISABILITY:** It is expressly understood and agreed by the Member(s) that Member's inability to use the Health Club due to a physical disability, injury or otherwise (except death) shall not relieve Member of Member's obligations under the Membership Agreement.

**VIOLATIONS OF RULES AND REGULATIONS:** Rules and Regulations which are in place may be amended or new rules and regulations adopted as deemed necessary by the Health Club to protect the safety and enjoyment of all members and/or for the proper management of the club. While on or about the Health Club premises, Member(s) promises to abide by all the rules and regulations of the Health Club and to conduct oneself in a quiet and peaceful manner with due regard for the safety and enjoyment of other Members. Member's guests, the Health Club and its employees. Member(s) agrees that failure to behave accordingly may result in expulsion from the premises and the loss of the right to use the Health Club without relieving the Member(s) of liability for the payments agreed to.

**RELEASE:** It is further expressly agreed that all exercises, use of exercise machines, tanning machines, tanning products, nutritional supplements, foods, drinks and other services or products offered shall be undertaken by Member(s) at Member(s) sole risk and that the Health Club, the operator, its employees, agents and assignees shall not be liable to Member(s) for any claims, demands, injuries, damages, actions, or cause of actions whatsoever to Member(s) or his/her property arising out of or connected with the use of any of the services and/or facilities of Health Club, its operator, employees, agents or assignees, including the premises where the Health Club is located, and the Member hereby expressly releases and forever discharges said Health Club, its operator, employees, agents and assignees from all such claims, demands, injuries, actions or causes of action.

**NON-PRIME-TIME MEMBERSHIP:** This membership may not be available at all Health Club locations, but where available, it offers the Member the same privileges as the VIP Full Service Membership EXCEPT the Member(s) may not use the Health Club between 4 p.m. and 8 p.m. Monday through Friday. If a non-prime time Member(s) elects to use the Health Club between 4 p.m. and 8 p.m. Monday through Friday, the Member(s) shall pay a \$15.00 fee per visit.

**MULTI-CLUB MEMBERSHIP:** Member(s) is aware that Health Club membership dues may be different for each location. In the event that Member(s) joined at a location that offered reduced dues and instead of using that location, or other locations with the same dues structure, Member(s) began using a sister location that charges higher membership dues, Member(s) agrees to and allows the Health Club to automatically amend and increase the previously agreed to membership dues structure to reflect the current membership dues of the sister club location for the remainder of the membership agreement. Member(s) will then be Member(s) in good standing of the sister club and may visit as often as they like. Returning to the original Health Club location will not relieve Member(s) of the increased membership dues obligation.

**EXTENSION OF MEMBERSHIP:** In case of sickness or absence from the city for a period of 4 weeks or more, your membership may be extended for a period equal to the time of absence. Member(s) must check with the Health Club before leaving town, notify the manager in writing, listing the period of time to be absent. In case of sickness, Member must furnish Health Club with verification from the doctor. Membership time can be extended only under these circumstances and conditions, and during the time of absence, payments must continue as originally scheduled in contract. Membership time may be frozen only 2 times for a maximum of 3 months. The extension of membership benefit only applies to Members who have purchased a membership plan that is 12 months or longer in term. Failure to continue payment as originally scheduled at any time during the period that Member(s) are absent from the club will automatically void any free extension of the membership term.

**RENEWAL OF MEMBERSHIP:** This Membership Agreement shall continue automatically on a month-by-month basis without further notice on the expiration date of this Membership Agreement or any future specified period unless written notice of cancellation is received (to our office as noted herein) from you at least thirty days in advance of that referenced date. Notice must be dated and signed by the primary Member and must be sent by Certified Mail with return receipt request to: Member Services, P.O. Box 5376, Knoxville, TN 37928-5376. In any event, your acceptance of this Membership Agreement shall also serve as your consent to continue with the billing methods as described herein for the purpose of collecting payment(s) for services as agreed to. The rate charged for services upon completion of the initial term of this agreement shall be consistent with the current standard monthly price applicable at the time of such an event.

**MULTI-SERVICE AGREEMENTS:** In the event Member(s) enters into additional service/use installment agreements with the Health Club and the member(s) fail(s) to make payments as scheduled, or defaults on one or more of the agreements, the Health Club reserves the right to use billing account information from any of the other agreements on file and bill the necessary funds to bring the past due agreement(s) current. In the event that Health Club is not successful in doing so, Health Club may refuse Member(s) access to the facility and refuse to provide service(s) until ALL agreement accounts are brought current. If Member(s) does not bring all accounts current within 30 days of written notice, then the entire balance on ALL agreements will be immediately due, along with any late fees, collection fees and legal fees.

**AMENDMENT:** At the conclusion of the term of this Membership Agreement, Health Club, operator and/or its assignee may, at its option, decline to extend to Member(s) the offer of renewal of the Membership Agreement on a month to month basis or for a stated term under the same terms and conditions.

**RETAIL PURCHASES:** In the event that a Member cancels a Membership Agreement in accordance with the provisions hereof, Member(s) shall have no right and Health Club no responsibility to refund the purchase price paid by Member for any retail item, including but not limited to, clothing or other gear, vitamins, supplements, food, membership cards, etc. All such sales are final. Furthermore, in the event Member has received some gift(s), specialty service(s) or other promotional item(s) incident to the signing of the Membership Agreement, and in the event of cancellation by Member consistent with the terms herein, Member shall forfeit the actual value of the gift, service or promotional item.

**REPORTS:** Member(s) understands that Health Club, its operator, or its assignee is a member of one or more credit reporting agencies and Member(s) authorizes Health Club, its operator and assignees to obtain from and provide information to such agency. Member(s) also authorizes Health Club, its operator, or assignee to use Member's likeness and quotes in its advertisements or publications.

**CHANGE REQUESTS:** All address, account or billing change requests must be in writing and received at a minimum of 10 days prior to the date of desired change activation. Update information online at <http://www.rfcbilling.com> or mail to Members Services, P.O. Box 5376, Knoxville, TN 37928-5376. Member(s) agrees to provide and maintain their specific information contained herein current. Failure to do so could prevent Health Club, its operator and/or its assignees from providing you with important information. You may, at any time with a minimum 10-day written notice, change your billing method of payment. Please note that such changes in method may be subject to additional fees.

**RETURN ITEM FEES:** Member agrees that payments are due on the date stated herein above and any payment made thereafter shall be assessed a return item fee. Additionally, any check returned for insufficient funds or credit card, bank card or other debits which are declined shall be subject to assessment of a return fee. The return item fee shall be \$30.00 per occurrence. In the event that a Member incurs more than three return item fees during a 12 month period, the return item fee shall automatically increase to \$50.00 per occurrence.

**COMPUTERIZED INFORMATION RETRIEVAL SYSTEM:** In the event that a Member cancels a Membership Agreement in accordance with the provisions hereof, Member(s) shall have no right and Health Club no responsibility to refund the purchase price paid by Member for any retail item, including but not limited to, clothing or other gear, vitamins, supplements, food, membership cards, etc. All such sales are final. Furthermore, in the event Member has received some gift(s), specialty service(s) or other promotional item(s) incident to the signing of the Membership Agreement, and in the event of cancellation by Member consistent with the terms herein, Member shall forfeit the actual value of the gift, service or promotional item.

**MISCELLANEOUS:** Member(s) agrees in case any one or more of the provisions contained in this Membership Agreement shall for any reason be held to be invalid, illegal, or